

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016**

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

| | |
|---|--|
| Title - Sujet 100 TON PRESS BRAKE | |
| Solicitation No. - N° de l'invitation W010M-13J046/A | Date 2012-09-17 |
| Client Reference No. - N° de référence du client W010M-13-J046 | |
| GETS Reference No. - N° de référence de SEAG PW-\$HAL-104-4920 | |
| File No. - N° de dossier HAL-2-68027 (104) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-03 | |
| Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Nowakowski, Leanne | Buyer Id - Id de l'acheteur hal104 |
| Telephone No. - N° de téléphone (902) 496-5377 () | FAX No. - N° de FAX (902) 496-5016 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB HALIFAX WILLOW PARK, WL3 HALIFAX NOVA SCOTIA B3K 5X5 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

| | |
|--|--|
| Delivery Required - Livraison exigée SEE HEREIN | Delivery Offered - Livraison proposée |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| Signature | Date |

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada. (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (two (2) hard copies)
 Section II: Financial Bid (one(1) hard copy)
 Section III: Certifications (one(1) hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation**1.1.1 Mandatory Technical Criteria**

- i) The bidder must :
 - (a) Provide all appropriate brochures, performance analysis, drawings, curves or tables, including, but not limited to: Operator Manuals, Safety Manuals, Service Manuals and Safety Publications. Failure to provide requested documentation may render the proposal non-compliant; and
 - (b) List any deviation from the purchase description in the Conformance Certificate.
- ii) The bidder's proposal must be in compliance with the entire statement of requirement at Annex A; it is the bidder's responsibility to ensure sufficient documentation is provided to prove compliance with all of the requirements.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

2. Basis of Selection

- 2.1** A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Bidders must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form (PWGSC-TPSGC 229), for each individual named in the list.

2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but

has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

() has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

2.2 Canadian Content Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

() the goods offered are Canadian goods as defined in paragraph 1 of clause A3050T.

2.2.1 *SACC Manual* clause A3050T (2010-01-11), Canadian Content Definition

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada. (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>).

3.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before March 31, 2012.

5. Authorities

5.1 Contracting Authority

Name: Leanne Nowakowski
Title: Supply Officer

Address: Public Works and Government Services Canada
Acquisitions Branch
1713 Bedford Row
Halifax, NS B3J 3C9

Telephone: (902) 496-5733
Facsimile: (902) 496-5016
E-mail address: leanne.nowakowski@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is: **To be announced upon contract award.**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex B, Basis of Payment, for a cost of \$ _____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 SACC Manual Clauses

A3060 (2008-05-12), Canadian Content Certification

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2012-07-16), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Code of Conduct; and

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(f) the Contractor's bid dated _____.

11. SACC Manual Clauses

B1501C (2006-06-16), Electrical Equipment

Annex A - Requirement

1. Scope

- 1.1 To purchase one (1) 3 axis, 100 metric Ton, Hydraulic press brake , capable of bending full 8 foot sheets of mild steel of a thickness up to and including ¼".

1.2 **Instructions** - the following instructions shall be applied to this Purchase Description:

- (a) Mandatory requirements are identified by the word "shall". Deviations will not be permitted;
- (b) Requirements identified by "should" shall be satisfied, however, the Technical Authority will consider alternative means for acceptance as a Technical Authority Approved Equivalent;
- (c) In this document "provided" shall mean "provided and installed";
- (d) Where a standard or specification is specified and the bidder offers an equivalent, that equivalent standard shall be provided upon request; and
- (e) Where equipment certification to a standard (SAE or other) is required, the Bidder shall provide the certification upon request.

1.3 **Definitions** - The following definitions shall be applied to the interpretation of this Purchase Description:

- (a) "Quality Assurance Representative" is the government official responsible for ensuring that material and services supplied by the contractor conform to the specified requirements;
- (b) "Technical Authority" is the government official responsible for technical management of this requirement. The Technical Authority is the Department of National Defence, CFB Halifax, TEME Section; and
- (c) "Technical Authority Approved Equivalent" means a feature, or component, which has been evaluated by the Technical Authority and determined to meet the specified requirement for form, fit, function and performance as applicable.

1.4 **Technical Information Questionnaire (s)** - The bidder shall:

- (a) Provide all appropriate brochures, performance analysis, drawings, curves or tables, including, but not limited to: Operator Manuals, Safety Manuals, Service Manuals and Safety Publications. Failure to provide requested documentation may render the proposal non-compliant; and
- (b) List any deviation from the purchase description in the Conformance Certificate. A nil response to a Technical Information Questionnaire question may be considered non-compliant.

2 Requirements

- 2.1 **Standard Design** - The shear shall be an accepted, well proven machine with industrial acceptance or based off a proven machine with industrial acceptance. This equipment must come with all components, equipment and accessories including safety accessories and parts normally provided with this equipment although the specifics may not be listed.

- 2.2 **Equipment Safety Regulations** - This equipment shall comply with all SCA, and Canadian Labor Codes with regards to safety, operation and other regulations in effect and applicable by law in Canada on the date of manufacture.

- 2.3 **Human Engineering and Safety** - The following shall apply:

- (a) All systems and components shall be safe and easy to operate by a 5-95th percentile male or female under all operating conditions;
- (b) Safety features such as warning and instruction plates, handles, steps, non-slip surfaces, and heat shields, guards shall be provided where required; and
- (c) Instruction and warning plated shall be labeled with ISO International Symbols where available of in bilingual text.
- (d) Vendor shall install equipment, and provide full training to shop personnel selected by this office.
- (e) Vendor shall deliver, install and test the equipment in place and attach all accessories as directed by this office.

2.4 Maintainability - Equipment shall be designed for low maintenance and easy to maintain with a minimum of special tools and skills.

- (a) All maintenance and repair task, especially routine operator maintenance, shall be easy to perform and in accordance with SAE recommended practice.
- (b) Vendor shall have local maintenance and repair facilities in place in the Halifax Geographical area. Or shall be able to provide local maintenance and repairs from within the Halifax geographical area.
- (c) Equipment shall come with a minimum 2 years parts and labor warranty covering all mechanical moving parts, motors, pumps stationary component, framework, and all accessories

2.5 Equipment - This equipment shall have the following features and accessories included with this purchase:

- (a) Mono block welder steel frame
- (b) Heavy duty AC motorized back gauge system, on ball screws
- (c) 2 position foot control
- (d) Electrical cabinet with cooling fan compliant with CSA standards
- (e) T-slot in front of table
- (f) Ergonomic mounted CNC controls with accurate positioning by closed loop hydraulics, speed pressure and parallelism control
- (g) High resolution 2D graphic display
- (h) Throat depth of minimum 16 inches
- (i) Banding length minimum 102 inches (82.6 between frames)

2.6 Painting - The equipment shall be painted in accordance with the Standard Industrial Practices for good workmanship with compatible materials rendering a smooth appearance and shall be applied in accordance with the product manufacturer's instructions to produce good adhesion and a durable finish free from runs, sags, orange peel, etc. Surfaces to be painted shall be uniform and free from dust and rust particles.

2.7 Lubricants and Fluids - the equipment shall use environmentally friendly hydraulic oil that is readily available within the Halifax geographical location.

2.8 Electrical - The equipments electrical components shall be compliant with all North American standards.

- (a) Shall be able to run off 220 volt (3 phase).
- (b) This equipment shall have a minimum 10 hp motor.

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- 3.0 Condition on Delivery** - The contractor shall ensure the equipment is delivered and set-up with all components correctly adjusted for operational use, and that all items are defect and damage free upon delivery. Training duration of a minimum of 1 day shall be performed by contractor upon installation and set-up to personnel selected by receiving shop.

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Annex B - Basis of Payment

Bidders must provide a firm lot price in Canadian dollars, the Goods and Services Tax or Harmonized Sales Tax excluded, FOB Destination, transportation included, Canadian customs duties and excise taxes included.

Description:

For the supply, delivery, installation and training of a 100 metric ton hydraulic press brake in accordance with the Requirement at Annex A for the Department of National Defence in Halifax, NS.

Firm Lot Price:

\$ _____
(GST/HST extra)

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Annex C - Code of Conduct Requirements

Failure to provide the following information with your bid will render the bid non-responsive.

Complete Legal Name of Supplier: _____

Supplier Address: _____

Supplier PBN: _____

List of Directors: Please provide a list of names of all individuals currently on the Board of Directors of the above company.

Board of Directors: (Please print clearly)

| NAMES | NAMES |
|-------|-------|
| | |
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| | |
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| | |
| | |

Attach additional names on a separate sheet if required.